

AG Contract No. KR95 1605TRN  
ADOT ECS File No. JPA 95-123  
Project: US89A CN 402 HX036 01C  
Section: US-89A @ Woodlands  
Village Boulevard

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 23 July, 1997,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY  
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to construct, operate and  
maintain a new traffic signal light warranted on US-89A at the  
intersection of Woodlands Village Boulevard, at an estimated cost  
of \$120,000.00, hereinafter referred to as the Project, for the  
safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>21734</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/23/97</u>
<u>Jane Lee Hull</u> Secretary of State
By <u>Vicky Guenewald</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction, including and properly allowing for the fourth intersection approach leg to the Center Island development. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for fifty percent (50%) of the cost of the Project, in an amount estimated at \$60,000.00. Be responsible for any contractor claims for extra compensation attributable to the State.

c. When the Project is complete and functional, invoice the City for fifty percent (50%) of the cost of the Project, in an amount estimated at \$60,000.00.

### 2. The City will:

a. Review the design documents and provide comments. Be responsible for any contractor claims for extra compensation attributable to the City.

b. Reimburse the State for fifty percent (50%) of the cost of the Project, in an amount estimated at \$60,000.00, within 30 days after receipt of an invoice.

c. Upon completion and acceptance of the Project by the State, provide traffic signal maintenance and electrical energy to operate the signal.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Flagstaff  
City Manager  
211 West Aspen Avenue  
Flagstaff, AZ 86001

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

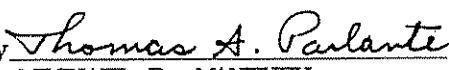
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

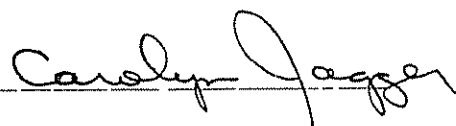
STATE OF ARIZONA

Department of Transportation

By   
CHRISTOPHER J. BAVASI  
Mayor

By   
for MICHAEL P. MANTHEY  
State Traffic Engineer

ATTEST

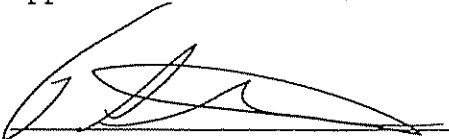
By   
City Clerk

JPA 95-123

RESOLUTION

BE IT RESOLVED on this 17th day of July 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Flagstaff for the purpose of defining responsibilities for the design, construction and maintenance of a warranted traffic signal at the intersection of US-89A @ Woodlands Village Boulevard.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.



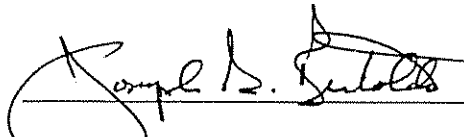
for LARRY S. BONINE  
Director

JPA 95-123

APPROVAL OF THE FLAGSTAFF CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF FLAGSTAFF and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

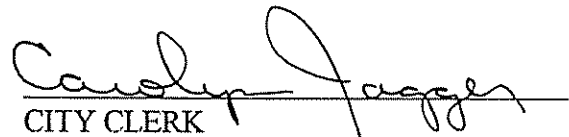
DATED this 23<sup>rd</sup> day of June, 1997.

  
\_\_\_\_\_  
City Attorney

## CERTIFICATION

I, CAROLYN JAGGER, City Clerk of the City of Flagstaff, Arizona, do hereby certify that the attached is a full, true, and correct copy of Resolution No. 2187, adopted by the Flagstaff City Council at their Meeting held June 17, 1997.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official Seal of the City of Flagstaff, this 23rd day of June, 1997.

  
CITY CLERK

(SEAL)

RESOLUTION NO. 2187

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEFINING RESPONSIBILITIES FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF A WARRANTED TRAFFIC SIGNAL AT THE INTERSECTION OF US 89A AND WOODLANDS VILLAGE BOULEVARD WITHIN THE CITY OF FLAGSTAFF

WHEREAS, a traffic signal is now warranted at the intersection of Woodlands Village Boulevard and US 89A within the City of Flagstaff; and


WHEREAS, the estimated cost of the preparation of design plans and construction documents, and the estimated cost of construction of said traffic signal is approximately \$120,000; and

WHEREAS, the State of Arizona and the City of Flagstaff have agreed to share the costs of said construction pursuant to an Intergovernmental Agreement (Project: US89A CN 402 HX036 01C: ADOT ECS File No. JPA 95-123);

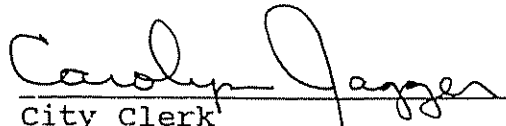
NOW, THEREFORE, be it resolved by the City Council of the City of Flagstaff as follows:

Section 1: Pursuant to the authority vested in the City Council by A.R.S. §48-571 and §11-951 through §11-954, the City Council authorizes the City to enter into an Intergovernmental Agreement (Project: US89A CN 402 HX036 01C; ADOT ECS File No. JPA 95-123) with the State of Arizona for the construction, operation, and maintenance of a traffic signal at the intersection of Woodlands Village Boulevard and US 89A pursuant to the terms and conditions stated therein, and authorizes the Mayor to sign all necessary and related documents for such purpose.

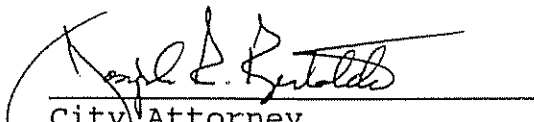
PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of June, 1997.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

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GRANT WOODS  
ATTORNEY GENERAL

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR95-1605TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 17, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section